DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

(Head notes prepared by M. P. Burks, State Reporter.)

FENNELL v. ZIMMERMAN AND ANOTHER.—Decided at Wytheville, June 30, 1898.—*Riely*, J.

1. RESCISSION—*Laches—Insurance—Premium notes.* Although an assured stipulate that there shall be annexed to a policy on his life a slip signed by the secretary of the company setting forth certain options which he may exercise at the maturity of his policy, yet if he accepts the policy with an unsigned slip attached, setting forth such options, and makes no objection thereto, but executes his notes for a premium for one year, and thereafter pays one of the notes and a part of the other, it is too late, when sued on the note for the residue of the premium, twenty months after the policy was delivered and eight months after the year for which the premium was due has expired, to set up the defence that the slip was not signed by the secretary of the company, or that the contract of insurance was obtained by fraud. In such matters great diligence is required in the discovery of the fraud, and the election to rescind.

BANNER v. ROSSER.—Decided at Wytheville, July 7, 1898.—*Riely*, J. Absent, *Cardwell*, J:

1. CONTRACTS—*Confidential relations of parties—Cessation of such relations—Case in judgment.* Courts of equity scrutinize closely transactions between persons holding fiduciary and confidential relations to each other, and will not permit a purchase by a trustee from the beneficiary, or by an agent of the property of his principal, to stand except where there has been entire good faith, a full disclosure of all facts and circumstances affecting the transaction, and the absence of all undue influence, advantage, or imposition. But a previous confidential relation which has been long since dissolved is not a ground to avoid a contract fairly made between the parties. In the case in judgment the confidential relation between the parties had ceased nearly two years before the making of the contract in controversy, the contract was fairly made with full knowledge of the facts, the parties were competent to contract, there was no undue influence exercised, there was an absence of fraud, and the contract was not unconscionable, but such as persons might be reasonably expected to make under the circumstances.

2. CONTRACTS—*Capacity—Unreasonable and imprudent contracts.* A contract fairly and voluntarily entered into between parties having capacity to act cannot be set aside, however unreasonable or imprudent it may seem to others.

3. ACKNOWLEDGMENTS—*Sufficiency of certificate—Deeds by corporations—How executed and acknowledgment certified.* A certificate of acknowledgment to a deed which identifies the subscriber; specifies the writing subscribed; states the capacity in which the subscriber executed it; and certifies his acknowledgment thereof, contains all that is necessary. In the case in judgment the deed of a corporation was signed by the corporation by its president, with the corporate seal affixed, and the certificate of the notary states that "Thomas L. Rosser, President, whose